

## **EXHIBIT-A**

**To Agreement by and between  
County of Monterey Health Department, hereinafter referred to as “COUNTY”  
AND  
Community Foundation for Monterey County, hereinafter referred to as  
“CONTRACTOR”**

### **Purpose of Funding / Scope of Services / Payment Provisions**

#### **A. PURPOSE OF FUNDING**

The purpose of the funding provided by COUNTY to CONTRACTOR is to provide funding to establish a Farmworker Resource Center (FRC) program in partnership with COUNTY that will use a Community Health Worker model established through the Virus Integrated Distribution of Aid (VIDA) program to provide farmworkers and their families information and access to services, ranging but not limited to the following: labor and unemployment rights, education, housing, immigration, and health and human services. CONTRACTOR will establish subcontracts with several organizations that work with farmworkers and use Community Health Workers (CHWs) to reach farmworker clients. The CHWs will work collaboratively across the participating organizations through coordination by the COUNTY to conduct outreach and wraparound services and connections to resources for farmworker communities across the county. Funding will assist the CONTRACTOR with operational costs associated with the grant deliverables.

#### **B. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**B.1.1** CONTRACTOR shall use funding to support Community Health Worker (CHW) model/system of navigators in Monterey County. CONTRACTOR will develop and recommend strategies for deploying CHWs to educate, provide wraparound services and connections to resources for farmworker communities. A Coordination Team consisting of a representative from County of Monterey Health Department and Community Foundation for Monterey County will work closely together on the project coordination and implementation of the proposed strategies to ensure alignment with existing programs and services, and that participating CBOs have support to implement projects that enable culturally congruent outreach and education, systems navigation and wraparound service connection practices.

a. CONTRACTOR shall attend and require funded CBO’s CHW Coordinators to attend the County’s monthly coordination meetings. Attendance and participation in the monthly

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coordination meetings will ensure effective coordination of access to resources and deployment of CHW's to farmworker communities;

- b. CONTRACTOR shall provide support staff to coordinate daily functioning's of Community Health Worker (CHW) program that will deploy CHWs to reach farmworkers and their families;
- c. CONTRACTOR shall coordinate monthly reports to COUNTY on family's information and access to services, ranging but not limited to the following: labor and unemployment rights, education, housing, immigration, and health and human services;
- d. CONTRACTOR shall work with the Coordination Team to continue identifying and holding CHW training and continued education opportunities; and

**B.1.2** CONTRACTOR shall develop a process for grantmaking to several CBOs for implementation, evaluation and expansion of CHWs in Monterey County, for the purpose of reaching farmworkers with information and access to services, ranging but not limited to the following: labor and unemployment rights, education, housing, immigration, and health and human services.

CONTRACTOR shall conduct data collection and reporting, support the COUNTY's continued development and implementation of metrics to track and collect data on the community impact of the Farmworker Resource Center Program, and follow COUNTY's Data Use Agreement requirements. CONTRACTOR shall provide monthly reports in the following categories:

- Number of CHWs onboarded and hired
- Number of people reached through various identified outreach, education, and wrap-around service connection strategies
- Census tracts or ZIP codes reached
- Anecdotal progress reports as shared by Stories from the Field: outcomes from solutions to identified barriers and challenges
- Progress reports on coordination of marketing and communication resources and supports dedicated to the project

**B.1.3** CONTRACTOR shall support grantees' monthly data report submissions to the COUNTY.

- CONTRACTOR shall work with the Coordination Team to establish reporting deadlines for grantee report submissions
- CONTRACTOR shall assist grantees with technical assistance with completion and review of data reports
- CONTRACTOR shall send grantees multiple reminders of approaching deadlines

**B.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

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| Deliverables  | Due Date  | Estimated Cost        |
|---|---|-----------------------|
| <p>CHW Project Partner Coordination</p> <ol style="list-style-type: none"> <li>1. Monthly data reports using co-developed metrics tracking the following categories: <ul style="list-style-type: none"> <li>▪ Number of CHWs onboarded and hired</li> <li>▪ Number of people reached by various identified education, outreach, systems navigation strategies by various social determinants of health</li> <li>▪ Numbers of people reached by census tracts or ZIP Codes</li> </ul> </li> <li>2. Progress reports with Stories from the Field: outcomes from solutions to identified barriers and challenges</li> <li>3. Progress reports on coordination of marketing and communication resources and supports dedicated to the project</li> <li>4. Reflective practice trainings for CHWs</li> <li>5. End of project finance report detailing expenditures of CBO grantees, reflective of the Board of Supervisors approved budget.</li> </ol> | <p>Items 1-3:</p> <p>August 15, 2023<br/> September 15, 2023<br/> October 15, 2023<br/> November 15, 2023<br/> December 15, 2023<br/> January 15, 2024<br/> February 15, 2024<br/> March 15, 2024<br/> April 15, 2024<br/> May 15, 2024<br/> June 15, 2024</p> <p>June 15, 2023</p> | <p>\$85,000/month</p> |
| TOTAL:  |   | \$935,000             |

All written reports required under this AGREEMENT must be delivered to:  
Jennifer Rivas (rivasj@co.monterey.ca.us), County of Monterey Health Department’s Policy, Evaluation and Planning Unit, in accordance with the schedule above.

**B.3. CONTRACTOR** agrees to provide oversight responsibility for fiscal administration of the funding provided to CONTRACTOR pursuant to this AGREEMENT and shall monitor CONTRACTOR’s and grantees’ adherence to any federal, state and local laws and regulations governing fiscal accountability.

**C. PAYMENT PROVISIONS**

**C.1 COMPENSATION/ PAYMENT**

**C.1.1 COUNTY** shall pay an amount not to exceed **\$935,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

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CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Upon submission of progress reports, CONTRACTOR shall submit invoices for the periods listed below as follows:

- Monthly by the 15<sup>th</sup> of the month

## **C.2 DETERMINATION OF COMPLIANCE**

Upon request by the COUNTY, CONTRACTOR will provide monthly progress reports throughout the duration of this AGREEMENT. The determination of whether performance meets standard is at the sole judgment of the COUNTY. COUNTY will review these periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which CONTRACTOR shall make readily available upon request.

In the event COUNTY determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, COUNTY reserves the right to determine the appropriate remedies. These remedies may include, but are not limited to, requiring a corrective action plan, disallowing costs, changing the compensations schedule, reducing future allocations and/or terminating the AGREEMENT.

**Modifications to the Scope of Services:** The Contract Manager may approve modifications to the specific tasks described above; however, any modifications to compensation must be approved by the Board of Supervisors.

## **C.3 CONTRACTORS BILLING PROCEDURES**

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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**C.4 RETURN OF UNUSED OR IMPROPERLY USED FUNDS.** Upon the expiration or earlier termination of this AGREEMENT, if there are any funds paid by COUNTY to CONTRACTOR that have not been used or are not committed for a specific use, such funds shall be returned to COUNTY. In addition, to the extent CONTRACTOR has used funding for purposes not specifically intended by this AGREEMENT, and not otherwise specifically approved by COUNTY (in advance of such use, and in writing), CONTRACTOR shall refund such amounts to COUNTY.

**C.5 INVOICING AND PAYMENTS**

1. For services satisfactorily rendered, and upon receipt and approval of invoices, the County agrees to compensate the Contractor in accordance with the above listed terms. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
2. Invoices shall be submitted to:  
Monterey County Health Department  
Jennifer Rivas (rivasj@co.monterey.ca.us)  
Management Analyst II  
1270 Natividad Road  
Salinas, CA 93906  
831-755-4500
3. Invoices shall:
  - a. Be prepared on CONTRACTOR letterhead. An authorized official, employee or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
  - b. Bear the CONTRACTOR'S name as shown on the AGREEMENT.
  - c. Identify the billing and/or performance phase and deliverables covered by the invoice.